

## **OIL AND GREASE SEPARATOR OPERATION AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (the “Landowner”), and the City of Alexandria, Virginia (the “City”);

WITNESSETH:

WHEREAS the Landowner is the owner of certain real property described as tax map # \_\_\_\_\_, block # \_\_\_\_\_, parcel(s) # \_\_\_\_\_, as acquired by deed in the land records of the City of Alexandria, Virginia, Deed Book Page # \_\_\_\_\_, (Instrument # \_\_\_\_\_) (the “Property”); and

WHEREAS, the Property contains an oil and grease separator (the “Equipment”); and

WHEREAS, the City and the Landowner agree that the continuous, unobstructed, and maintenance-free operation of the City’s sanitary sewer collection system requires that the Equipment be maintained appropriately on the Property; and

WHEREAS, the City requires that the Equipment be maintained appropriately by the Landowner, and its successors and assigns;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and the following terms and conditions, the City and the Landowner hereby agree as follows:

1. The Landowner, and its successors and assigns, shall maintain the Equipment in good working condition, in a manner that is acceptable to the City, in accordance with the Maintenance Schedule attached to this Agreement as Exhibit 1, and in such a way that the Equipment is performing its designed function.
2. The Landowner, and its successors and assigns, hereby grant permission to the City and to the City’s authorized agents and employees, to enter onto the Property to inspect the Equipment whenever the City deems such inspection is necessary. The purpose of the inspection is to assure the safe and proper functioning of the Equipment. The inspection shall include the investigation of the condition and proper maintenance of the Equipment to ensure that no fats, oil, or grease are transported or deposited in the City’s sanitary sewer collection system. When deficiencies are noted, the City shall notify the Landowner, its successors or assigns, and provide information about the inspection findings and evaluations. The Landowner, its successors and assigns, shall immediately remedy the noted deficiencies.
3. In the event that the Landowner, its successors and assigns, fail to maintain the Equipment as required by Section 1 of this Agreement, the City may enter upon the Property and take whatever steps it deems necessary to maintain said Equipment, and

the City shall charge the associated costs to the Landowner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the Property, outside of an easement area belonging to the City. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Equipment, and in no event shall this Agreement be construed to impose any such obligation on the City. This Agreement shall not be construed to establish any non-party right to bring a cause of action against the City.

4. The Landowner shall develop and attach to this Agreement as Exhibit 1 a document entitled "Oil and Grease Separator Maintenance Schedule and Guidelines" ("Maintenance Schedule") that has been prepared in accordance with the recommendations of the manufacturer and approved by the City. This document shall describe the maintenance practices to be performed for the Equipment and shall include a maintenance schedule for the implementation of these practices. The contents and requirements of this document shall be binding on the Landowner, and its successors and assigns; however, any maintenance practice may be amended through a mutual written agreement of the Landowner and its successors and assigns and the City.
5. The Landowner, its successors and assigns, will perform maintenance in accordance with the Maintenance Schedule.
6. In the event that the City, acting pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials and the like, on account of the Landowner's or its successors' or assigns' failure to perform such work, the Landowner, or its successors and assigns, shall reimburse the City, upon demand, within 30 days of receipt thereof for all costs incurred by the City hereunder. If not paid within such 30-day period, the City shall have a lien against the Property in the amount of such costs, plus interest at the Judgment Rate, and may enforce it in the same manner that a lien for real property taxes may be enforced.
7. The Landowner, its successors and assigns, shall indemnify and hold harmless the City and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the City for the construction, presence, existence or maintenance of the Equipment.
8. In the event a claim is asserted against the City, its agents or employees, the City shall promptly notify the Landowner, their successors and assigns, who shall then defend the City, at their own expense, against any suit based on such claim.
9. This Agreement shall be recorded among the land records of the City of Alexandria, Virginia, and shall constitute a covenant running with the land/or equitable servitude, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and other successors in interest.

WITNESS the following signatures and seals:

\_\_\_\_\_  
Landowner signature

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_

COMMONWEALTH OF \_\_\_\_\_

CITY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the City and Commonwealth aforesaid, whose commission expires on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, do hereby certify that \_\_\_\_\_, whose name(s) is/are signed to the foregoing Agreement bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, has acknowledged the same before me in my said City and State.

GIVEN UNDER MY HAND THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

WITNESS the following signatures and seals:

\_\_\_\_\_  
Director, Department of T&ES or designee

\_\_\_\_\_  
Print or type name

ATTEST:

\_\_\_\_\_

COMMONWEALTH OF \_\_\_\_\_

CITY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the City and Commonwealth aforesaid, whose commission expires on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, do hereby certify that \_\_\_\_\_, whose name(s) is/are signed to the foregoing Agreement bearing the date of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, has acknowledged the same before me in my said City and State.

GIVEN UNDER MY HAND THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC